

SECTION G
CONTRACT ADMINISTRATION DATA

1. **CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE**

The person named below is designated as the Contracting Officer's Technical Representative (COTR):

Brian Jones,
Supervisory Producer-Director

The Contracting Officer's Technical Representative is responsible for: (1) monitoring the Contractor's technical progress including the surveillance and assessment of performance and recommending to the Contracting Officer changes in requirements; (2) interpreting the Scope of Work; (3) performing technical evaluation as required; (4) performing technical inspections and acceptances required by this contract; and (5) assisting the Contracting Officer in the resolution of technical problems encountered during performance.

An individual will be designated in each specific Task Order as the authorized Contracting Officer's Technical Representative.

THE CONTRACTING OFFICER IS RESPONSIBLE AND HAS THE SOLE AUTHORITY FOR DIRECTING AND/OR NEGOTIATING ANY CHANGES IN THE TERMS, CONDITIONS, OR AMOUNTS CITED IN THE CONTRACT. INCREASES IN THE SCOPE OF WORK SHALL BE APPROVED BY THE CONTRACTING OFFICER.

For guidance from the Contracting Officer's Technical Representative to the Contractor to be valid, it must: (1) be consistent with the description of the work set forth in this contract; (2) not constitute new assignment of work or change the expressed terms, conditions, or specifications incorporated into this contract; (3) not constitute a basis for an extension to the period of performance or contract delivery schedule; (4) not constitute a basis for any increase in the total contract value.

2. **GENERAL PROCEDURES FOR SELECTION AND ISSUANCE OF TASK ORDERS**

Performance of this contract will be subject to the following ordering and selection procedures. Task Orders will be placed in accordance with FAR 16.505.

The Government may obtain either oral or written proposals from one Contractor or multiple Contractors, considering the selection criteria, which follows. The request will designate (a) the task to be performed; (b) the time for completion or target date; (c) any other requirements specific or unique to the project; and (d) the e-mail address or addresses where responses must be submitted.

The Contractor(s) shall electronically submit a technical and/or cost proposal using the latest version of Microsoft Word, within two to five working days after receipt of a request for proposal. The proposal shall include the following as appropriate to the task:

- A. Start date, production and/or installation schedule;
- B. Key personnel with resumes (if different than stated in the basic contract);
- C. Person-hours by applicable labor category;
- D. Equipment, material costs, postage and shipping;
- E. Travel;
- F. Subcontracts and/or consultants, reflecting the person-hours of effort;
- G. Other pertinent information, such as the Rights in Data understanding including rights for music, stock footage, stills, and other production elements; and
- H. Total firm-fixed-price.

During the proposal preparation phase, the Contractor **shall not** contact the Park without advance approval of the Contracting Officer.

3. **TASK ORDER AWARD**

A Task Order will be issued to the selected Contractor using the procedures that follow. Once a Contractor is selected, all unsuccessful Contractors will be notified orally or in writing of the Task Order award. Work shall not begin on any Task Order without the Contracting Officer authorizing the work. All Task Orders are subject to the terms and conditions of this contract. In the event of conflict between a Task Order and the contract, the contract shall control.

4. **PROCEDURES**

The Government intends to consider for award all like Contractors that received an award under Solicitation Number N1130020389, considering any or all of the following factors:

- Creative Treatment (Applicable when Treatment is requested in accordance with Paragraph A which follows);
- Past Performance on Earlier Tasks;
- Quality and Timeliness of Deliverables;
- Comparable Strengths of Contractors;
- Continuity and/or continuation of a previous project;
- Creativity;
- Type and Style of Production;
- Unique or Highly Specialized Services;
- Proximity to Park, Shooting Location, Client and/or COTR Location;
- Production Value; and/or
- Price.

The Government may obtain Treatments and/or Production Plans (See Paragraphs A and B which follows) from one source or multiple sources after considering the above factors; however, to the extent possible, informal oral methods and streamlined electronic procedures will be used for obtaining this information.

If specific evaluation criteria are not specified in the request for the Production Plan, the Task Order will be placed with the Contractor providing the best value for the work, which meets the requirements of the Scope of Work.

A. **Treatment**

In some cases, the Government will require the preparation of a creative treatment with a Production Plan for the proposed production. Solely at the discretion of the Government, the Government may pay the Contractor(s) a sum not-to-exceed \$10,000 for the preparation of such Treatment and Production Plan.

The Treatment shall present a complete overview of the proposed production's creative approach and storyline. In narrative form, the Treatment shall include a description of the actors and/or participants, their roles and general conversation or narration, and a general description of the scenes, locations, graphics, artwork, and animation to be used in the production. In some cases, sketches or storyboards may be requested as part of the Treatment.

The Treatment, in both general terms, and by specific example, shall provide sufficient detail to provide the reader a real sense of the proposed production, and shall be suitable for use as a working model from which a script can be written. A Production Plan will be required and submitted with the Treatment.

In addition, the Treatment shall include, but not be limited to, the following information: an approximation of the amount of live action versus stock footage and images or artwork; the number of days of live action photography; and the extent and location of historic and archival images and motion picture or video footage to be used. It should indicate if original or stock music is to be used.

Should the Government be unable to come to terms with the producer for the scripting and production work, the Government reserves the right to contract for the script and production, using the acquired Treatment, with any Contractor it may subsequently select. The Contractor retains no rights to the Treatment delivered under this contract.

B. **Production Plan**

All Production Plans must comply with the standard video and motion picture specifications set forth in Section C of this contract.

The Contractor's Production Plan is intended to enable the reader to understand the major categories of work to be performed by the Contractor in the planning, production, and post-production phases of the program. In all cases, a detailed description of the activities and level of effort needed to complete the program shall be provided in the Contractor's Production Plan.

The Production Plan shall include all elements required to produce the program contained in the Treatment and/or Scope of Work including, but not limited to, production personnel, equipment, post-production facilities, personnel, travel, and transportation. An estimate of all materials expenses, including tape/film stock and associated costs shall be included in the Plan. The Contractor shall confirm the understanding of the Rights in Data – Special Works requirements of the contract, including rights for music, stock footage, and other film elements. Time schedules, project milestones, and review and approval procedures shall also be described.

The use of subcontractors and or consultants or other than salaried employees of the firm, if any, shall be identified in the Production Plan.

The Production Plan shall include a total fixed-price amount for the job. Actual production cannot begin until the Production Plan is approved and the Contracting Officer authorizes the Contractor to perform by issuance of a Task Order.

A Contract Pricing Form is included as Attachment B to this contract. This form shall be used for the price portion of the Production Plan.

5. **KEY PERSONNEL**

The individual(s) named below are considered "Key Personnel" for the performance of the requirements under this contract. The list of key personnel may not be amended during the course of the contract without the written approval of the Contracting Officer. Prior to diverting any of the specified individuals to other projects, the Contractor shall notify the Contracting Officer and shall submit a justification (including proposed substitutions) in sufficient detail to permit evaluation of the effect on the program.

- (1) Cinematographer with 35mm film package – Michael Peters
- (2) Cinematographer with 16mm or Super 16mm film package – Michael Peters
- (3) Director – Al Hillmann
- (4) Producer – Michal Carr
- (5) Scriptwriter – Tom Bell
- (6) Videographer with Betacam SP package – Michael Peters
- (7) Videographer with DigiBeta package – Michael Peters
- (8) Videographer with HighDef video package – Michael Peters
- (9) Off-line Editor with Non Linear Edit System – Tod Hopkins
- (10) Installation Services provided by Design and Production Incorporated

6. **SERVICE CONTRACT ACT**

The Service Contract Act of 1965, as Amended, FAR 52.222-41, May 1989, is applicable to the installation portion when installation is tasked as a separate service rather than as part of the production work and the service portion comprises over 60% of the order. As appropriate, a Register of Wage Determinations under the Service Contract Act will be provided to the Contractor for compliance under a particular installation Task Order. See Section J, Attachment E for a sample Register of Wage Determinations under the Service Contract Act. Applicable labor categories are Electronics Technician, Maintenance (Page 4) and Engineering Technician (Page 5) of the sample Register of Wage Determinations. Descriptions for these labor categories are contained in Section J, Attachment D. Actual Wage Determinations will be provided as part of the Task Order requirements.

The Service Contract Act requires that service employees employed in the performance of this contract or any subcontract shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to a Task Order.

7. **TASK ORDER CONTRACT OMBUDSMAN**

The Task Order Contract Ombudsman is Donna Kalvels, Chief of Contracting, WASO, Contracting and Procurement Office, National Park Service, 18th and E Street, NW, Room 3642, Washington, D. C. 20013.

In accordance with FAR 16.505(b)(4), the Task Order Contract Ombudsmen will review complaints from Contractors regarding issuance of Task Orders for contract awards under Solicitation Number N1130020389.

8. **GOVERNMENT- FURNISHED PROPERTY**

The Contractor shall be responsible for security and protection of Government-Furnished Property or materials provided in connection with individual Task Orders (See FAR 52.245-2). Following acceptance of all work by the Government, the Contractor shall return to the Contracting Officer all Government-Furnished Property (reference material furnished or used).

9. **TRAVEL**

In the event that the performance of a specific Task Order requires travel, the Contractor shall be reimbursed for such travel in accordance with the current official Standard Federal Travel Regulations. Only coach class for common carriers shall be allowed. While on travel status, the Contractor will be compensated for travel time at half the negotiated hourly rate contained in Section B. General Services Administration per diem rates can be accessed via the Internet at:

<http://policyworks.gov/org/main/mt/homepage/mtt/perdiem/travel.shtml>.

10. **SCIENTIFIC AND HISTORICAL ACCURACY**

The Contractor shall be responsible for the scientific and historical accuracy of all work produced under this contract.

11. **ADDITIONAL WORK**

Any additional work not detailed in the Task Order shall be approved, in writing, by the Contracting Officer.

12. **LOSS OR DAMAGE OF GOVERNMENT PROPERTY**

The Contractor shall be liable for any loss of or damage to any Government property caused by negligence, theft, or willful misconduct of the Contractor, his agent, servants, and employees, and shall indemnify and save the Government harmless against all actions, proceedings, claims, demands, costs, damages, and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or resulting from the performance of this contract. The Contractor shall submit a full written report to the Contracting Officer within 24 hours following the occurrence of such damage, loss, or injury.

If due to fault, neglect, dishonesty of the Contractor, his agency or employees, loss or damage to Government Property is incurred during the performance of this contract, the Contractor shall be responsible for it. The Government, at its option, may in lieu of repayment, require the Contractor to replace at his own expense, all such property as directed by the Contracting Officer. Until the equipment is repaired or replaced, the Contractor shall furnish similar, adequate replacement property and/or equipment at no charge to the Government, within two working days of the date the equipment has been lost, stolen, or damaged.

13. **RIGHT TO PROCURE FROM OTHER SOURCES**

The Government, under the terms of this Indefinite Quantity Contract, retains the right to procure similar services from other sources during the period of this contract and any option thereto. Additionally, the Government reserves the right to secure competitive bids or pricing from other sources for work proposed under this contract.

14. **OVERTIME**

The Contractor **shall not** perform overtime work under or in connection with Task Orders issued under this contract for which premium compensation is required to be paid, without specific written approval from the Contracting Officer.

15. **AUTHORIZED USERS**

In addition to the Harpers Ferry Center, all elements of the Department of the Interior, National Park Service, and other agencies of the Government may place Task Orders on a direct basis with the Contractor in accordance with the General Procedures for Selection and Issuance of Task Orders. In order for another unit or office to use this contract, authorization, including a Task Order Number, must be obtained from the Harpers Ferry Center Contracting Officer.

16. **RIGHTS IN DATA - SPECIAL WORKS (DEVIATION)**
(FAR 52.227-17) (JUN 1987)

This Rights in Data Special Works clause applies to all work negotiated under this contract, except as modified below, or when further modified in a specific Task Order.

Paragraph B., Allocation of Rights, is modified in subparagraph (1)(i) to **only** require unlimited rights in all data first produced in the performance of this contract. Data not first produced such as stock footage, stills, library music and other existing works shall be cleared for one-time, non-exclusive, unrestricted use in the productions. Rights for talent will be handled on a case-by-case basis and specified in each Task Order.

A. Definitions.

"Data," as used in this clause, means recorded information regardless of form or the medium on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing or management information.

"Unlimited Rights," as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly, in any manner and for any purpose whatsoever, and to have or permit others to do so.

B. Allocation of Rights.

(1) The Government shall have—

- (i) Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph C. of this clause for copyright.
- (ii) The right to limit exercise of claim to copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in such data, in accordance with subparagraph C.(1) of this clause.
- (iii) The right to limit the release and use of certain data in accordance with paragraph D. of this clause.

(2) The Contractor shall have, to the extent permission is granted in accordance with paragraph C.(1) of this clause, the right to establish claim to copyright subsisting in data first produced in the performance of this contract.

C. **Copyright.**

(1) Data first produced in the performance of this contract.

- (i) The Contractor agrees not to assert, establish, or authorize others to assert or establish, any claim to copyright subsisting in any data first produced in the performance of this contract without prior written permission of the Contracting Officer. When claim to copyright is made, the Contractor shall affix the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to such data when delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the Government, and others acting on its behalf, a paid-up nonexclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.
- (ii) If the Government desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in subdivision C.(1)(i) of this clause, the Contracting Officer may direct the Contractor to establish, or authorize the establishment of, claim to copyright in such data and to assign, or obtain the assignment of, such copyright to the Government or its designated assignee.

(2) Data not first produced in the performance of this contract.

The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contain the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph C.(1) of this clause.

D. **Release and use restrictions.** Except as otherwise specifically provided for in this contract, the Contractor shall not use for purposes other than the performance of this contract, nor shall the Contractor release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer.

- E. **Indemnity.** The Contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contain in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense thereof, and obtains the Contractor's consent to the settlement of any suit or claim other than as required by final decree of a court of competent jurisdiction; nor do these provisions apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies.

17. **PROMPT PAYMENT ACT**

- A. The Prompt Payment Act, Public Law 97-117 (96 Stat. 85, 31 USC 1801), amended by Public Law 100-496, is applicable to payments under this contract and is hereby incorporated by reference. The full text, FAR 52.232-25 (JUN 1997), is available upon request.

NOTE: Paragraph a(6)(i) of the Prompt Payment Clause which states constructive acceptance will occur on the 7th day is hereby changed to read as follows:

"For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 30th day after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities."

- B. Determination of interest due will be made in accordance with the provisions therein.

18. **PAYMENT DUE DATE**

Payments under this contract will be due on the 30th calendar day after the latter of:

- A. The date of actual receipt of a proper invoice in the office designated to receive the invoice **NOTE: THE GOVERNMENT WILL NOT TAKE RESPONSIBILITY FOR INVOICES MAILED OR HAND-CARRIED TO ANY OTHER ADDRESS**); or,
- B. The date the supplies or services are accepted by the Government.

Payment shall be considered to have been made on the specified payment date of the Electronic Funds Transfer.

The National Park Service has entered into an agreement with the Treasury to make electronically paid remittance information available via the Internet to vendors through a system called Payment Advice Internet Delivery (PAID). PAID is available at NO cost.

You can register on-line at <http://fms.treas.gov/paid>. Three payment delivery options are available: (1) web access only; (2) web access and e-mail notification when you receive a payment; and (3) web access and e-mail delivery of remittance information. Once registered, vendors can access their remittance information by keying in a unique User ID and Password and querying the database. Banking information is not a part of PAID. Data should be available within 24 hours of the date of payment. It is retained for two months from the date of payment.

19. **PAYMENT PROVISIONS FOR TASK ORDERS AWARDED UNDER THIS CONTRACT**

The Contractor shall be paid in accordance with one of the following methods of payment upon delivery and acceptance of individual projects completed as part of this contract:

- A. Electronic Payment; or
- B. Smartpay Government Charge Card (MasterCard).

Each method will require the Contractor to submit an invoice according to the requirements of Paragraph 20, which follows.

Each Fixed-Price Task Order shall be negotiated between the parties and a Task Order issued. Payment will be made in the form of a lump sum for each completed Task Order upon acceptance of the work and submission of a proper invoice. Partial payments may be authorized based upon a completion, delivery and payment schedule stated in the Task Order. If payment by the Smartpay Government Charge Card (MasterCard) is not designated in the individual Task Order, payment will be made by electronic payment.

20. **SUBMISSION OF INVOICES**

Invoices shall be submitted in an original to the Government office designated in this contract or the Task Order to receive invoices. To constitute a proper invoice, the invoice must include the following information:

- A. Name and address of the Contractor;
- B. **Taxpayer Identification Number (TIN);**
- C. Invoice date;
- D. Contract Number and Task Order Number;
- E. Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed;
- E. Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government Bills of lading;
- F. Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment);
- G. Name (where practicable), title, phone number, and mailing address of person to be notified in event of a defective invoice;
- I. Any other information or documentation required by other requirements of the contract (such as evidence of shipment).

21. **CONTRACT ADMINISTRATION**

- A. The National Park Service Contracting Officer is JoAnne Grove, whose address is: National Park Service, Harpers Ferry Center, Office of Acquisition Management, P.O. Box 50, Taylor Street, Harpers Ferry, West Virginia 25425-0050.
- B. The National Park Service Contract Specialist is Beverly Rinaldi-Alt, whose address is: National Park Service, Harpers Ferry Center, Office of Acquisition Management, P.O. Box 50, Taylor Street, Harpers Ferry, West Virginia 25425-0050.

The Contractor shall use the Contracting Officer(s) as the point of contact on all business and administrative matters concerning this contract. All correspondence, other than that of a technical nature, shall be addressed to the Contracting Officer, with information copies of all correspondence to the Contracting Officer's Technical Representative.

- C. The National Park Service Contracting Officer's Technical Representatives address is National Park Service, Harpers Ferry Center, Department of Audiovisual Arts, Attention: COTR, P.O. Box 50, Harpers Ferry, West Virginia 25425-0050.

The Contractor shall use the COTR as the point of contact for all technical matters under the contract. Technical correspondence shall be addressed to the NPS COTR, with an information copy of all correspondence to the Contracting Officer.

22. **FACILITY SECURITY POLICY**

Contractors attending meetings or accomplishing work within the buildings of the Interpretive Design Center, Harpers Ferry Center, during normal business hours shall register their arrival and departure times in the Visitor's Log at the main reception area in the lobby. Visitors are required to sign out when leaving the premises.

23. **REPORTS**

The Contractor shall prepare a status report every six months, in narrative form, which shall contain a listing of all Task Orders and a summary of the work accomplished during the reporting period. Reports shall be in sufficient detail to disclose all work started and results achieved during the reporting period, an indication of unresolved problems that are continuing to impede performance, the proposed corrective action, and the completion date. Each status report shall be submitted to the COTR with a copy to the Contracting Officer. Reports shall be submitted in both hard copy and electronic forms. The electronic form shall be on 3.5-inch floppy disk. Text shall be in the latest version of Microsoft Word. Tables shall be in Excel spreadsheet format. Alternate formats may be used if approved, in writing, by the Contracting Officer.

24. **USE OF RENTAL VEHICLES**

For circumstances including remote location services, the use of rental vehicles may be required. Rental of vehicles shall be restricted to the minimum needs of the Contractor. Cars shall be limited to compact size cars for the transportation of passengers. If an intermediate car or larger is needed to transport multiple passengers and is more cost-effective than renting multiple vehicles, the Contractor shall use the least-cost approach to acquiring rental cars. If a van or 4-wheel drive is needed for the transportation of equipment to a remote location, and a passenger vehicle will not suffice, the Contractor shall rent the appropriate sized van or 4-wheel drive needed to match the requirements of the project.